

EXHIBIT G

OTIS WILSON - August 25, 2006

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC.,

Plaintiff,

vs. 2:03 CV 0294 DAK

INTERNATIONAL BUSINESS MACHINES CORP.,

Defendant.

DEPOSITION OF OTIS WILSON

Friday, August 25, 2006

8:00 a.m.

Reported by:

Adrienne M. Mignano, RPR

JOB NO. 187053

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<p style="text-align: right;">Page 118</p> <p>1 Wilson 2 testimony comport with your understanding 3 of the meaning of the term derivative works 4 in the standard software agreement for 5 UNIX?</p> <p>6 MR. MARRIOTT: Objection as to 7 form.</p> <p>8 A I agree with what he said.</p> <p>9 Q Let me ask you, Mr. Wilson, to 10 state your understanding of the definition 11 of modifications or derivative works based 12 on the UNIX software product under the 13 standard software agreement for UNIX.</p> <p>14 MR. MARRIOTT: Can I hear that 15 back, please?</p> <p>16 (Record read)</p> <p>17 MR. MARRIOTT: Objection as to 18 form.</p> <p>19 Q Let me actually step back a 20 second and represent to you that the term 21 is not defined in the agreement. I don't 22 know if you understood that or not, but I 23 don't mean to test your recollection of 24 something that is otherwise defined in the 25 agreement.</p>	<p style="text-align: right;">Page 120</p> <p>1 Wilson 2 licensee asked you during your tenure at 3 AT&T what AT&T's view of what constituted a 4 derivative work or modification was?</p> <p>5 MR. MARRIOTT: Objection as to 6 form.</p> <p>7 A I don't recall specifically, but 8 there were many many questions of that 9 nature that would come to my attention.</p> <p>10 Q I am asking, I'm asking a 11 variety of different ways. If someone had 12 come to you in the mid '80s and said, 13 Mr. Wilson, what is a derivative work as 14 this term is used in this agreement, are 15 you able to recall what you think you would 16 have said? What would you have said in 17 response to a question like that?</p> <p>18 MR. MARRIOTT: Objection as to 19 form. Calls for speculation. Lacks 20 foundation.</p> <p>21 A I would have responded -- my 22 response would have been anything that you 23 create, or modify, or change, or alter or 24 create using the software product would be 25 a derivative work.</p>
<p style="text-align: right;">Page 119</p> <p>1 Wilson 2 As I understand it, those terms, 3 modifications and derivative works are not 4 defined in the standard agreement.</p> <p>5 I'm asking, rather than asking 6 your definition, let me just ask you what 7 your understanding of those were in the 8 standard UNIX agreement.</p> <p>9 MR. MARRIOTT: Objection as to 10 form.</p> <p>11 A My understanding, it meant that 12 the software products at which the licensee 13 acquired from AT&T could be used. That was 14 the basic right granted to them to use that 15 software product. And the best term we 16 came up with was prepare derivative works 17 or make modifications.</p> <p>18 Q And what did you understand a 19 derivative work or a modification to be 20 within the meaning of that standard 21 agreement?</p> <p>22 A With regard to the standard 23 agreement, that was the right that was 24 granted to them to use a software product.</p> <p>25 Q And do you recall whether any</p>	<p style="text-align: right;">Page 121</p> <p>1 Wilson 2 Our position with regard to the 3 derivative works was that anything that 4 contained a portion of the software product 5 would be AT&T's. Anything else would be 6 theirs's, the licensee's.</p> <p>7 And there was a lot of 8 discussion about keeping that clear. So 9 the reason for that was that the licensee 10 would not have any beneficial use of the 11 software if they couldn't use it to do 12 something.</p> <p>13 Q You said there was a lot of 14 discussion. Do you mean within AT&T or 15 with licensees, or both?</p> <p>16 A With licensees.</p> <p>17 Q And can you recall any specific 18 licensees that you had those kinds of 19 discussions with?</p> <p>20 A Just about with all of them.</p> <p>21 Q Okay.</p> <p>22 So it was a common area of 23 discussion?</p> <p>24 A Yes, it was, because that was 25 the whole thing, the software agreement</p>

31 (Pages 118 to 121)

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